NC

Douglas County Purchasing Department
1819 Farnam Street Room 902
Omaha, NE 68183-0902
(402)444-7155

REQUEST FOR QUOTATION
ON CITY OF OMAHA
Rockbrook Tributary at Frederick Street Channel Maintenance (OPW 52101)

NOT AN ORDER

Publish date:	**Quote must be received and date stamped no later than:**	**DEPARTMENT**
Monday, April 26, 2021	11:00 a.m. CT on Monday, May 10, 2021	PUBLIC WORKS

COMPANY NAME:

ADDRESS: _____

CITY / STATE: _____

ZIP CODE: _____

Please use this form to quote price, terms, and delivery on the items described below. Vendor must provide all requested information and sign form to receive consideration. Quote should be mailed, faxed or emailed to the Douglas County Purchasing Department.

WE QUOTE YOU AS BELOW

EMAIL:

PHONE#:

FAX#:

Submitted by (print):

SIGNATURE:

OFFICIAL TITLE: | DATE

TERMS	F.O.B.	DATE SHIPMENT CAN BE MADE	SHIPMENT VIA
	Delivered		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	The City of Omaha is seeking quotes from qualified contractors for the Rockbrook Tributary at Frederick Street Channel Maintenance (OPW 52101) per the attached specifications.		
	LUMP SUM BID:		$_____
	A pre-bid meeting will be held on Monday, May 3, 2021 at 9:30 a.m. at 3024 S 115th Ave (Prairie Lane Park). Bidders are strongly encouraged to attend the pre-bid meeting.		
	Bidders are required to wear a mask and social distance 6' apart.		

Questions regarding this quote must be emailed to bidquestions@douglascounty-ne.gov and must be received by 11:00 a.m. CT on: **Tuesday, May 4, 2021**

Vendor must include the quote title in the subject line. Answers to questions will be posted via addendum no later than: **Wednesday, May 5, 2021**

Quote should be sent to Douglas County Purchasing using one of the following methods:

MAIL TO: Douglas County Purchasing, 1819 Farnam St Rm 902, Omaha, NE 68183-0902

EMAIL TO: quotes@douglascounty-ne.gov (Quote title must be in the subject line of the email.)

FAX TO: (402)444-5423

DOUGLAS COUNTY REQUEST FOR QUOTATION

ON: CITY OF OMAHA - Rockbrook Tributary at Frederick Street Channel Maintenance (OPW 52101)

NOT AN ORDER

BID CLAUSES - TERMS AND CONDITIONS
Conflict of Interest: Pursuant to all state and local rules, CONTRACTOR assures the City of Omaha (CITY) that no elected Official or any officer or CITY employee shall have a financial interest, direct or indirect, in any CITY agreement. In the performance of this agreement, CONTRACTOR will avoid all conflicts of interests or appearances of conflict of interest. CONTRACTOR will report any conflict of interest immediately to the CITY. CONTRACTOR did not and will not provide any money or other benefit of any kind to any CITY employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.
Communication with Staff: From the date this bid is issued until a contract is awarded, communication regarding this solicitation between potential vendors and individuals employed by the City of Omaha is prohibited. Only written communication via email to bidquestions@douglascounty-ne.gov is permitted. Once an award is made the vendor will be permitted to speak with person(s) participating in contract negotiations. **Violation of these conditions may be considered sufficient cause to reject a vendor's bid and/or selection irrespective of any other condition.** The following exceptions to these restrictions are permitted: (1) Contacts made pursuant to any pre-existing contracts or obligations; (2) County staff and/or vendor staff present at a Pre-Proposal Conference, if scheduled, when recognized by the County as staff facilitating the meeting for the purpose of addressing questions; and (3) Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by Douglas County.
Unavailability of Funding: Due to possible future reductions including but not limited the City of Omaha (CITY), State and/or Federal appropriations, the CITY cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the CITY may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CITY shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the CITY, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to CITY.
Assignment and Delegation: This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party.
Termination: The City of Omaha may terminate the awarded contract at any time if the vendor fails to carry out the terms or fails to make substantial progress toward the fulfillment of the contract obligations. In such event, the City shall provide the vendor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice the vendor fails to remedy these conditions, the City may send a certified letter to the vendor for immediate cancellation of the contract. In such event, the City would receive a pro-rated portion of the value of the performance bond depending on the value of the remaining portion of the contract. The City will give the vendor sixty (60) days' notice of termination of contract if appropriations cease. The City of Omaha may also terminate the agreement for any reason upon 30 days notice.
Payment Terms: Net 30 payment terms shall apply to all invoices billed to the City of Omaha. Payment of invoice amount will occur within 30 days following receipt of invoice or receipt of goods/services, whichever is later.
Drug Free Policy: CONTRACTOR assures the City of Omaha that CONTRACTOR has established and maintains a drug free workplace policy.

SIGN ALL COPIES

Firm _____

By _____

Title _____

CONTINUATION SHEET

DOUGLAS COUNTY REQUEST FOR QUOTATION

ON: CITY OF OMAHA - Rockbrook Tributary at Frederick Street Channel Maintenance (OPW 52101)

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BID CLAUSES - TERMS AND CONDITIONS

FEDERAL DEBARMENT OR SUSPENSION

Has bidder or its principals been debarred or suspended from Federal contracts?

_____YES _____NO *(failure to provide a response may be cause for rejection of bid)*

Bidder certifies by submission of this bid that neither it nor its principals are presently debarred or suspended from participation in Federal contracts. If during the term of the agreement the awarded bidder or any person engaged in performing this agreement becomes debarred or suspended such Party shall notify the City of Omaha immediately.

Form CC-1: All bidders awarded a City contract in the amount of $10,000 or more must comply with the Contract Compliance Ordinance by having a current Contract Compliance Report (Form CC-1) on file with the Human Rights & Relations Department. This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402) 444-5055. **Bidders are encouraged to use the following weblink to determine if they have a current Form CC-1 on file (search by company name): https://humanrights.cityofomaha.org/cc-1-search.**

Equal Employment Opportunity: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

Non-Discrimination: Both Parties agree that in accordance with 42 USCS 12101 et seq., the Nebraska Fair Employment Practice Act - Neb.Rev.Stat. §48-1122, and Omaha Municipal code 13-89, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

E-Verify: New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us .
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

Joint Governmental Purchases: The City of Omaha has been authorized to join with other public corporations or units of government within the State of Nebraska in the cooperative procurement of materials, equipment, work, or services. With the consent of the successful bidder the City may use the public competitive bid secured herein for the procurement of future materials, equipment, work, or services under the same terms, conditions, and prices offered by the bidder herein. Bidders are requested to indicate below if they are willing to extend the pricing, terms, and conditions of this bid to other City of Omaha departments, Douglas County departments, or other government agencies, if the bidder is the successful bidder. If the successful bidder replies Yes to this provision, other City of Omaha departments, Douglas County departments, and other government agencies may enter into a contract with the successful bidder for the purchase of the goods and/or services described herein based on the terms, conditions, and prices offered by the successful bidder to the City of Omaha.

_____YES _____NO

SIGN ALL COPIES

Firm _____

By _____

Title _____

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BID CLAUSES - TERMS AND CONDITIONS

INSURANCE: Each bidder must provide a Certificate of Insurance with their bid documents which details their current levels of coverage.

FOLLOWING AWARD OF CONTRACT: The awarded contractor shall provide a Certificate of Insurance with coverage levels that meet or exceed the levels stated in the bid specifications and must name the CITY OF OMAHA as an additional insured for the term of the agreement. **Certificates of Insurance are required before service begins.**

REQUIREMENTS FOR PERFORMANCE BOND: The successful vendor shall provide a performance bond equal to the vendor's bid within ten (10) calendar days from award of the contract. The surety company issuing the performance bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. Performance bond must be renewed on an annual basis and remain in effect throughout the term of the agreement and any extensions offered/accepted.

INDEPENDENT VENDOR: Both parties understand and agree that (vendor) is an independent vendor under the provisions of this Agreement and not employed by or otherwise affiliated with Douglas County (COUNTY) or the City of Omaha (CITY). Employees of vendor (if any) are not employees of COUNTY/CITY. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Both parties understand and agree that vendor is solely responsible for acquiring and maintaining, for the term of this Agreement, adequate general and special liability insurance, including but not limited to workers' compensation insurance, sufficient to protect vendor's ability to complete performance under this Agreement. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

EXTRAORDINARY EVENTS: In the event of a pandemic, natural disaster, terroristic attack, or closure of a facility due to construction, remodeling or sale or any other extraordinary event which results in one, some or all of the listed facilities in this Agreement being closed for two weeks or more, the City may discontinue services upon immediate notice.

Solid Waste Disposal: Pursuant to an Interlocal agreement between the City of Omaha (Res. 124) and Douglas County (Res. 85) dated January 31, 2012, all solid waste collected and /or processed pursuant to City or County contracts is required to be taken to the Douglas County Pheasant Point Landfill. This includes trash, rubbish, construction, and other solid waste. This is a requirement that will not be waived. C&D, hazardous waste, untreated medical waste, asbestos and recycled materials are exempt from this directive.

No SEB Reserve: This bid does not have an SEB reserve. Please see the SEB utilization and disclosure forms included with this bid. These documents must be completed and returned with bid submission. If your company is qualified Tier 1 / Tier 2 ESB/SB, then please disclose this on the disclosure form. If your company is not qualified, then please put "N/A" on the disclosure form.

SIGN ALL COPIES

Firm _____

By _____

Title _____

CONTINUATION SHEET

Responsible Contractor Compliance Form
RC-1

1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

☐ Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

☐ Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

☐ Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

☐ Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature _____ Date _____

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a $500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

EMPLOYEE CLASSIFICATION ACT:
Each contractor who performs construction or delivery service pursuant to this contract shall submit with their bid submission an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 ("the Act"); (2) such contractor has completed a Federal I-9 Immigration form and has such form on file for each employee performing services; (3) such contractor has complied with Neb. Rev. Stat. Section 4-114 (Federal Immigration Verification System--E-Verify); (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker; and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to the Act. The contractor shall follow the provisions of the Act. A violation of the Act by a contractor is grounds for rescission of the contract by City of Omaha/Douglas County.

CONTRACTOR shall follow the provisions of the Employee Classification Act (Act). A violation of the Act will be a material breach and, in addition to any other remedies, be grounds for immediate contract rescission. If CONTRACTOR is performing construction or providing delivery service, CONTRACTOR shall submit an affidavit that complies with the Act. CONTRACTOR will also ensure that all subcontractors performing services for Contractor will also complete affidavits that comply with the Act. **Contractor may submit the affidavit(s) with their bid submission. In all circumstances, Contractor shall provide the affidavits before work or services are undertaken pursuant to this Agreement.**

Following award, if CONTRACTOR changes or adds additional subcontractors, CONTRACTOR shall ensure that the subcontractor provides an Employee Classification Act affidavit to Douglas County Purchasing Department before that subcontractor begins work or services.

All Employee Classification Act affidavits shall be sent to: Douglas County Purchasing Agent, 1819 Farnam Street, Room 902, Omaha NE 68183.

FAIR LABOR STANDARDS:
CONTRACTOR agrees to maintain FAIR LABOR STANDARDS as defined in Neb. Rev Stat § 73-104. CONTRACTOR has filed with Douglas County (City/County Purchasing) a statement that it is complying with and will continue to comply with, fair labor standards as provided in Neb. Rev. Stat. §§73-102 & 73-104. In addition, CONTRACTOR assures County that it will continue to comply with statutory fair labor standards throughout its performance under this contract.

AFFIDAVIT FOR EMPLOYEE CLASSIFICATION ACT & FAIR LABOR STANDARDS

I, _____, being first duly sworn under oath, state and depose as follows:

1. I am competent to testify to, and have personal knowledge of, the matters stated in this affidavit.

2. I am (a contractor) or (the authorized agent of the contractor) for _____ Company, (hereinafter "Contractor"). I attest to the following: (a) each individual performing services for Contractor is properly classified under the Nebraska Employee Classification Act, ("the Act"), (b) Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (c) Contractor has complied with Neb. Rev. Stat. §4-114 (use of federal immigration verification system), (d) Contractor has no reasonable basis to believe that any individual performing services for Contractor is an undocumented worker, (e) as of the time of the contract, Contractor is not barred from contracting with the state or any political subdivision pursuant to the Act, and (f) Contractor is complying with and will continue to comply with, fair labor standards as provided in Neb.Rev.Stat. §§73-102 & 73-104, as applicable and as amended hereinafter. Contractor will also ensure that all subcontractors execute affidavits in compliance with the Act.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Affiant (Contractor)

SUBSCRIBED AND SWORN TO before me this ____ day of_____, 20___.

_____
Notary Public

City Of Omaha Small & Emerging Small Business Program

Participation Utilization Form

NOTE: It is the policy of the City of Omaha that Small and Emerging Small Businesses shall have the maximum practicable opportunity to participate in City of Omaha projects. Consequently, the requirements of the Small and Emerging Small Business Program ordinance apply to this solicitation. For questions on certification, including a listing of the SEB Program Participants, please see the City of Omaha Human Rights & Relations website at: http://www.cityofomaha.org/humanrights/contract-compliance or contact via phone: 402-444-5055.

With regard to this solicitation, the City has determined that a sufficient number of SEB Program Participants exist within the following Certified Group(s):

[ ] Tier I Emerging Small Business
[ ] Tier II Emerging Small Business
[ ] Tier I Small Business
[ ] Tier II Small Business

To fulfill [ ] the entire scope of this contract/agreement.
[ ] a portion of this contract/agreement as defined below:

Identified Scope	**Comments/ Notes**
No Reserve.	

PLEASE NOTE: In order to be considered for this solicitation, potentially eligible participants MUST be certified in the above-referenced category PRIOR TO the bid opening date of this solicitation.

The City of Omaha has given preference to the above-referenced category of participants in the preparation of these contract documents according to the provisions of OMC 10-200.3(d). Failure to utilize a certified participant for the above-designated portion of this contract/agreement shall be deemed non-responsive and rejected. **Bidders must complete the Participation Disclosure form and submit it with their bid/agreement documentation in order to be considered.**

City Of Omaha Small & Emerging Small Business Program

Participation Disclosure Form

THIS FORM MUST BE SUBMITTED WITH THE BID

NOTICE: This form must be submitted by the General Contractor/Lead Consultant at the time of bid/agreement submission, designating all companies utilized to complete the scopes of work designated as reserved for Program Participants on the Participation Utilization Form attached to the project documentation. The General Contractor/Lead Consultant may utilize SEB Program Participants for additional scopes of work not specified on the Participation Utilization Form, but they may not be substituted for scopes specifically identified by the City on the Participation Utilization Form. Should the below listed SEB Program Participant be determined to be unable to perform successfully or is not performing satisfactorily, the General Contractor/Lead Consultant shall obtain written approval from the Public Works Director or a designee **before** dismissal/substitution of the Participant. By submitting this form, the General Contractor/Lead Consultant is certifying that it has afforded any/all applicable program participants the opportunity to submit bids/proposals on this project.

Identified Scope	Full Name of Participant	Projected start/ completion date	Agreed Price	Percentage of total contract
			TOTAL:	

CERTIFICATION:

The undersigned certifies that he/she has read, understands, and agrees to be bound by small and/or emerging small business participation utilization requirements, and the other terms and conditions of the Invitation for Bids/Request for Proposals. The undersigned further certifies that he/she is legally authorized to make the statements and representations as to the Participation Utilization requirements and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the Participating Companies listed in the above disclosure at the price(s) set forth in this disclosure, conditioned upon execution of a contract/agreement by the undersigned company with the City of Omaha. The undersigned agrees that if any of the representations made regarding utilization of small and/or emerging small business by the General Contractor/Lead Consultant, knowing them to be false, or if there is a failure by the undersigned company to implement the stated agreements, intentions, objectives, goals, and comments set forth herein without prior approval of the Public Works Director or designee, such action shall constitute a material breach of the contract, entitling the City of Omaha to reject the bid/proposal or to terminate the Contract/Agreement for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights or remedies the City of Omaha may have for other defaults under the Contract/Agreement, under City of Omaha's Contract Compliance Ordinance or otherwise.

Signed this _____ day of _____ in the year _____

Signature: _____ Title: _____ Printed Name: _____

Firm or Corporate Name: _____

Address: _____ Telephone No.: _____

REFERENCES

CONTRACTOR NAME: _____

Contractors are expected to provide three (3) references which should include the below listed contact information. References will be used to determine if a contractor is qualified based on equipment owned or leased by contractor, manpower available to contractor, and prior work performance for the City of Omaha or existing business clients of contractor.

Every submitted bid must include the completed reference sheet to facilitate bid evaluation. **This is a requirement that will not be waived.**

1. Name of business _____

   Address _____

   Contact person _____

   Telephone number: _____

   Email address _____

2. Name of business _____

   Address _____

   Contact person _____

   Telephone number: _____

   Email address _____

3. Name of business _____

   Address _____

   Contact person _____

   Telephone number: _____

   Email address _____

City of Omaha – Public Works Department

Environmental Quality Control Division

SPECIFICATION FOR: **Rockbrook Tributary at Frederick Street Channel Maintenance (OPW 52101)**

2021 Season

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY OF WORK

The work covered by this specification consists of vegetation maintenance for the stream channel portion of the City of Omaha's (City) Rockbrook Tributary at Frederick Street Project (Rockbrook Project).

The Rockbrook Project is 1,100 ft long, and is bisected by Frederick Street between 115th Avenue and Westwood Lane, adjacent to Prairie Lane Park. The project was constructed primarily in 2013. A portion of the Rockbrook Project was located in Prairie Lane Park and included three bioretention gardens, which are not covered in this maintenance work. The channel has native grasses along the banks and clusters of shrubs along the fence line north of Frederick Street. The channel is enclosed in a chain link fence line, which as two gates for personnel access on the east side of the channel near Frederick Street. Refer to the attached drawing sheets for the location and site access locations.

Bidders shall be responsible for field verifying all quantities and dimensions before bidding. Award will be based on a lump sum bid for services provided as required below. Payment will be based on work completed monthly, as documented in invoices described in the Submittals section.

1.2 APPLICABLE PUBLICATIONS

CITY OF OMAHA - (2014) Standard Specifications for Public Works Construction

1.3 WARRANTY

The Contractor shall guarantee that the work will be free from defects in material and workmanship for a period of one year from the date of beneficial use or final acceptance, whichever is earlier. Failure of the work or materials during the warranty period shall be replaced promptly upon notice from the City of Omaha at the expense of the Contractor.

1.4 SUBMITTALS

The following items shall be submitted before installation:

- Project Schedule
  - Proposed schedule content shall include anticipated;
    - Dates and durations of site visits,
    - Number of crew members performing site work,
    - Work performed during site visit,
    - Equipment used during site visit, and
    - Materials used during site visit
  - Schedule format shall be either a Gant chart or narrative format detailing timing of site visits throughout project period.
- Equipment List
  - A list of equipment that will be used shall be submitted to the City for approval prior to commencement of work. List shall include a written description of all mechanical equipment and its intended use during the execution of the work.
- Material data sheets shall be submitted for all products to be used before starting the work, including:
  - Safety data sheets (SDS) and manufacturer's instructions, and
  - Product name, properties, delivery, storage, installation, and maintenance instructions.
  - Native seed bag tags and copy of invoice for seed prior to installation to confirm mix, date, and origin.
- Monthly Invoices containing sufficient detail to document the following information;
  - Dates and durations of site visits,
  - Number of crew members performing site work,
  - Work performed during site visit,
  - Equipment used during site visit, and
  - Materials used during site visit.

1.5 UTILITIES

No utilities are available for Contractor's use at sites. The location of all aerial and underground utilities may not be indicated in these specifications and plans. It is the contractor's responsibility to locate utilities at least 2 business days prior to work commencing.

1.6 CONTRACT TIME

All work specified herein shall be completed within the calendar year 2021. Contractor shall notify the Omaha Stormwater Program at least 7 days prior to work commencing in order to set up a preliminary coordination site visit described in Part 3 of this Specification.

1.7 BOND AND INSURANCE

A. Bond

The successful bidder shall provide Performance Bond equal to bid amount within ten

(10) days from notice of award.

B. Insurance

The successful bidder shall furnish a certificate of public liability insurance to indemnify the public for injuries sustained by reason of carrying on the work and shall carry workperson's compensation insurance in accordance with the statutory requirements of the State of Nebraska. The City of Omaha shall be named as additional insured with the Contractor. Coverage shall be in the following minimum amounts:

Bodily Injury:	$250,000 each person $500,000 each occurrence $500,000 aggregate products and completed operations.
Property Damage:	$100,000 each occurrence $250,000 aggregate

1.8 SAFETY

Contractor is responsible for his own safety plan and procedures in accordance with federal, state, and local regulations.

PART 2 – PRODUCTS

2.1 Herbicides

- Short-lived herbicides that are safe for wetlands (e.g. glyphosate herbicides, such as ®Rodeo)
- Compound root killer for cut stumps of woody species

2.2 Native Seed Mixes

A. Native Grass Type A Seed Mixture
(Channel Zone 1 - From edge of water to inside edge of bankfull bench):

Name	Seed Rate
Agropyron Trachycaulus/Slender Wheatgrass	1.00 pure live seed pounds per acre (pls lbs/acre)
Agropyron Smithii/Western Wheatgrass	2.00 pls lbs/acre
Carex Comosa/Bristly Sedge	0.50 pls lbs/acre
Carex Frankii/Franks Sedge	0.15 pls lbs/acre
Carex Vulpinoidea/Fox Sedge	0.60 pls lbs/acre
Chasmanthium Latifolium/River Oats	1.50 pls lbs/acre
Elymus Riparius/Riverbank Wildrye	3.00 pls lbs/acre
Elymus Virginicus/Virginia Wildrye	3.00 pls lbs/acre
Juncus Effusus/Soft Rush	0.25 pls lbs/acre

a. Seeding Rate: 12 pls/acre.
b. Seed Source: Stock seed farms, Murdock, Nebraska, (402) 867-3771, or approved equivalent.

B. Native Grass Type B Seed Mixture
(Channel Zone 2 - From inside edge of bankfull bench to top of channel bank):

Name	Seed Rate
Buchloe Dactyloides/Buffalo Grass (texoka)	2.00 pls lbs/acre
Bouteloua Curtipendula/Sideoats Grama	3.00 pls lbs/acre
Bouteloua Gracilis/Blue Grama	2.00 pls lbs/acre
Festuca Ovina/Sheeps Fescue	0.50 pls lbs/acre
Koeleria Marcrantha/Prairie Junegrass	0.50 pls lbs/acre
Schizachyrium Scoparium/Little Bluestem	4.00 pls lbs/acre

a. Seeding Rate: 12 pls/acre.
b. Seed Source: Stock seed farms, Murdock, Nebraska, (402) 867-3771, or approved equivalent.

PART 3 – EXECUTION

3.1 General Requirements

A. Required Site Visit Frequency:

- Spring (approximately March, April and early May) - Seven (7) weekly visits
- Summer (approximately late May through August) – Four (4) tri-weekly visits
- Fall (approximately September and October) – Four (4) bi-weekly visits

B. Requirements Prior to Start of Work

It is the contractor′s responsibility to visit the site prior to the initiation of work. This visit will provide insight into site conditions and how best to complete the work assigned. Special consideration shall be taken to protect all natural and manmade features on or adjacent to the site.

Contractor is required to notify the City at least seven (7) calendar days prior to initial site work, and to attend a pre-work conference with City staff to review the scope of work, provide the Project Schedule, Equipment List, material data sheets required in the Submittals section.

C. Site Conditions upon Completion

When work is completed, all trash, containers and debris shall be removed. No materials shall be allowed to accumulate at the project site. All tools shall be kept in appropriate carrying cases, tool boxes, etc. Parking areas, roads, sidewalks, paths and paved areas shall be kept free of mud and dirt. Trucks and equipment are to be parked in approved locations only - not on earthen areas or pathways.

Damage caused during the course of the work shall be repaired, this would include but not be limited to tire ruts, damage to lawn areas, damage to trails, damage to vegetation or damage to manmade features. All damage shall be reported immediately and repaired to Project Managers satisfaction within thirty days. If the contractor does not make the necessary repairs within thirty days, the City shall repair the damaged area and charge the contractor for

all costs associated with that repair or damage, which may have been sustained to a site feature which may have long term implications.

3.2 Specific Requirements

A. Weed Control

To deter further establishment of weedy undesirable species weeds shall be controlled with short-lived herbicides that are safe for waterbodies and wetlands (e.g. glyphosate herbicides, such as ®Rodeo). Do not spray herbicides that can move through the soil or that last very long topically. Herbicides shall be used on weeds in dry weather after growth has begun but before plants begin to bud. Spraying is better for managing large monoculture patches of weeds.

All materials used during this removal shall meet or exceed applicable federal, state, county and local laws and regulations. The use of herbicide shall follow directions given on the herbicide label and shall be applied only by a licensed applicator, licensed in Forestry, Right-of-Way and/or Aquatic application categories by the Nebraska Department of Agriculture. All herbicides must be applied as per manufacturer′s instructions unless applicator receives different instructions, in writing, from the Project Manager.

Special care shall be taken not to allow drift to damage surrounding plant materials. The contractor shall comply with recommendations from the Nebraska Department of Agriculture as related to drift. Damage sustained by surrounding plants shall be the responsibility of the applicator. The Project Manager will require replacement or restitution for damage sustained. If restitution is not made to the City's satisfaction within thirty days of notification, the City shall make the necessary repairs and bill the contractor for all expenses incurred and damage which might have long term implications.

Special care shall be taken not to spill chemicals in the project area. Spills shall be properly cleaned up and reported to the Project Manager. Areas where chemicals have been applied shall be posted with warnings. Spills shall be handled as outlined in the manufacturer's instructions and as outlined by the Nebraska Department of Agriculture.

1) Apply when plants are actively growing and most have reached early head or early bud stage of growth (generally late April, depending on weather) - after they have leafed out for maximum herbicide foliage contact but before they flower and spread seed. Some annual weed species will germinate later in the growing season (likely during the period from early August to early September), so multiple applications are required. Recommend checking and spraying monthly over the summer/early fall if needed for at least the first year until native grasses have established well.

2) After application, wait seven (7) days (so herbicide gets down to roots) before mowing/whacking or reseeding. Cut vegetation to height of approximately 8-inches. This will reduce competition by fast-growing weeds for sunlight, water and nutrients needed by slower growing, perennial natives. Mature weeds that have gone to seed shall be pulled by hand, not mowed, to prevent seed dispersal.

3) For follow-up applications, use of a weed wick or wiper is required for more accurate spot treatment without impacting new native growth (particularly for late season treatment). Hand-pulling of recurring weeds is also acceptable. Hand-pulled weeds shall be removed from the site to avoid accidental seed set.

B. Herbaceous Plant Removal

Using a mower along the channel banks is not practical due to the bank slopes and confined channel. As an alternative to herbicides, some weeds can also be controlled through use of a weed whacker close to the ground or through manual pulling at the root. Attention should be paid to the removal of weeds near planted shrubs along fence line north of Frederick Street to avoid damaging roots or drift from herbicides.

Weeds shall be cut or pulled from April through May when weeds have grown but prior to budding/seeding. Immediately reseed bare areas left from weed removal before flowering/seeding to avoid spreading.

1) **Physical Removal** - In areas where invasive weeds have moved into a natural area care shall be taken to remove them as quickly and efficiently as possible. When removal of an invasive weed is warranted, the contractor shall comply with removal instructions for each specific plant as outlined in The Tallgrass Restoration Handbook for Prairies, Savannas, and Woodlands, by Stephen Packard and Cornelia F. Mutel.

2) **Herbicide Application** – The requirements listed in the Weed Control Section apply for herbicide application for Herbaceous Woody Plant Removal.

C. Woody Plant Removal

Woody species (e.g. cottonwoods, maples, willow, locusts, and elms) shall be controlled annually through use of either an industrial grade weed whacker or by manual pulling from the root. These species will resprout from a cut, so a compound root killer shall be applied to cuts before the cut saps up. Extra care shall be taken to control volunteer weed and tree growth along the channel fence line, while protecting existing planted shrubs.

1) **Physical Removal** - Removal of woody vegetation not specified in the Project planting plan (shrub clusters along the fence line north of Frederick Street) shall be completed by qualified workpersons. All crew members on site shall be competent in identification of plant materials to be cut and to be preserved during the season work is to be completed.

   Removal of woody vegetation shall be conducted in such a manner as to leave no lasting effect on surrounding vegetation or soils. This would mean that removal shall be done by hand, when possible. This would include but not be limited to hand tools, gas-powdered chain saws, gas-powered clearing saws, bow saws and loppers.

   If hand removal is not possible, permission must be obtained from the City prior to initiation of work. Prior to use of equipment, all equipment used must be reviewed and approved by the Project Manager.

Stumps shall be cut flush with the surrounding soils or ground. All stumps of live trees or shrubs intended for elimination shall be treated with herbicide mixed with a marking dye.

All cut brush, adjacent to the pathway shall be removed from the project site.

2) **Herbicide Application** – The requirements listed in the Weed Control Section apply for herbicide application for Woody Plant Removal.

D. Reseeding

Both Zones 1 and 2 shall be reseeded with the original native seed mixes (attached) via broadcast overseeding to promote increased ground cover of native species. Broadcast seeding shall focus on areas of bare soil and areas where weed control has been performed, and shall be applied at an application rate as specified in Section 2. Care shall be taken to ensure that sufficient seed makes contact with the soil.

- Zone 1 - From edge of water to inside edge of bankfull bench (See Figure 1).
- Zone 2 – From inside edge of bankfull bench to top of channel bank fence line (Figure 1).

Figure 1
Rockbrook Project - Planting Zones

1) Reseeding shall occur a minimum of seven (7) days after herbicide treatment and after cutting in order to provide the seed with the best opportunity for competition against weed species.

2) Reseeding of Zone 1 containing wetland native grass and sedge/rush species, shall occur within exposed soil areas as soon in the spring season as seeds can be placed in the ground (by or before March) in order to deter growth of undesirable weeds.

Know what's below. Call before you dig.

1/18 PLANTING AND SEEDING PLAN WITHIN PARK

NOTES:
1. DIG PLANTING HOLE 2/3 TO 3/4 HEIGHT OF ROOT BALL. SLOPE BACKFILL SOIL OUTWARD FROM ROOT FLARE TO ORIGINAL GRADE.
2. LOOSEN & ROLL BACK BURLAP TO 3" BELOW SOIL SURFACE. REMOVE ALL CLOTH IF TREATED (GREEN) BURLAP.

2/18 TREE PLANTING

NOTE: SEE PROJECT NOTE #50 ON SHEET 13 FOR NEW TREE LOCATIONS.

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QTY.	SIZE	COND.
DECIDUOUS TREES				
PRAIRIE PRIDE HACKBERRY	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	2	2" CAL.	B&B
PRAIRIE TITAN KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS 'PRAIRIE TITAN'	1	2" CAL.	B&B
	TOTAL	3		

30 15 0 30
GRAPHIC SCALE 1" : 30 FEET

AS-BUILT DRAWINGS

REVISIONS BY JM DATE 01/2015

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The Contract Document Drawings are printed documents dated January 2015, as subsequently amended, which define the scope, extent and character of the work. The original document drawing was sealed and signed November 19, 2012 by John G. Royster, State of Nebraska, PLA No. LA-180

PLANTING AND SEEDING PLAN (1 OF 3)

*0	AS-BUILT	01/2015	EMH
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CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

OPW 52101

SHEET 18/49

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Know what's below. Call before you dig.

1/19 PLANTING AND SEEDING PLAN NORTH OF FREDERICK STREET

PLANTING & SEEDING LEGEND

- LIMIT OF CONSTRUCTION
- NATIVE GRASS SEED MIXTURE TYPE "A"
- NATIVE GRASS SEED MIXTURE TYPE "B"
- TURFGRASS SOD
- TURFGRASS SEED
- SHRUBS

NOTE: ALL SHRUB PLANTINGS SHALL BE INSTALLED IN CONTINUOUS MULCHED BEDS

2/19 CONTAINER SHRUB IN PLANTING BED

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QTY.	SIZE	ROOT COND.	SPACING
SHRUBS					
Gro–Low Sumac	Rhus aromatica 'Gro–Low'	40	18" Ht., 5 Gal.	Cont.	4' O.C.
Compact Koreanspice Viburnum	Viburnum carlesii 'Compactum'	30	30" Ht., 5 Gal.	Cont.	4' O.C.
Spring Green Compact American Cranberry	Viburnum trilobum 'Spring Green Compact'	37	30" Ht., 5 Gal.	Cont.	4' O.C.

AS-BUILT DRAWINGS

REVISIONS BY JM DATE 01/2015

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PLANTING AND SEEDING PLAN (2 OF 3)

30 15 0 30
GRAPHIC SCALE 1" : 30 FEET

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*0	AS–BUILT	01/2015	EMH
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OPW 52101

SHEET 19/49

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